



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2979 1

EFFECTIVE BEGIN DATE: 02-01-2006
EXPIRATION DATE: 01-30-2009
PAGE: 1 of 5

BUYER : ASHLEY SUPER
ashley.super@iowa.gov
515-281-7073

FOB

PAYMENT TERMS (%): DAYS:

VENDOR:

Software Spectrum Inc
3480 Lotus Dr

Plano, TX 75075
USA

VENDOR CONTACT:

Molly Holloway

PHONE: 469-443-3900

EXT:

EMAIL: carewgovt@softwarespectrum.com

VENDOR #: 75187800200

DESCRIPTION OF ITEMS CONTRACTED

COMPUTER SOFTWARE COTS

per attached contract.

This MA doc for payment purposes only. See attached Contract to provide Commercial Over the Counter Software at discounts pursuant to the specifications, terms and conditions of attached Contract & Sealed Bid No. BD80500S359 on file with the Department of Administrative Services, GSE Purchasing, Hoover Building, Level A, Des Moines, Iowa 50319-0105.

This contract replaces CT2545.

MANUFACTURER AND DISCOUNT:

Microsoft Select (ref: CT2792) 17.07 %
IBM Passport Adv (except Rational) 7.31 %
IBM Passport Adv (Rational) 2.27 %
Adobe TLPG 8.09 %
Adobe ACLPG 12.17 %
Business Objects OLP 13.08 %
Business Obj Single user 10.14 %
Citrix Easy Licensing 25.09 %
Computer Associates GLP 33.82 %
Macromedia Adobe TLOG 8.09 %
McAfee Gov (ref: CT2853) 27.09 %
NetIQ 19.83 %
Novell MLA (ref: CT2787) 40.00 %
All other û In Stock 10.00 %
All others û Non- Stock 2.00 %



(See also Microsoft Select Agreement CT2792, Microsoft Enterprise Agreement CT2795 and Novell MLA CT2787)

RENEWAL PERIODS

FROM 01-31-2009 TO 01-30-2010



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FROM 01-31-2010 TO 01-30-2011
FROM 01-31-2011 TO 01-30-2012

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL
SUB Political Sub-divisions

TOTAL \$0.00

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		208	\$0.000000
				\$0.000000
2	0.00000		COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED) 209	\$0.000000
			COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGR	\$0.000000



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TERMS AND CONDITIONS

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material



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All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

Confidentiality

Each party may have access to confidential information of the other party to the extent necessary to carry out their responsibilities under the Agreement and Software License Agreement. Such confidential information shall, at all times, remain the property of the party disclosing the confidential information. Each party shall preserve the confidentiality of the confidential information disclosed or furnished by the other party, and shall maintain procedures for safeguarding such confidential information. Each party shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement.

Works Made for Hire

All information, reports, studies, flow charts, diagrams, and other tangible and intangible material of any nature, whatsoever, produced by the vendor for delivery to the State during the course of this engagement and all copies of any of the foregoing shall be the sole and exclusive property of the State, and all such material and all copies shall be deemed "works made for hire" of which the State shall be deemed the author.

To the extent that the materials are not deemed "works made for hire", the vendor hereby irrevocably grants, assigns, transfers, and sets over to the State all legal and equitable right, title, and interest of any kind, nature or description in and to the materials and the vendor shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in this Agreement.

Vendor's Property

Notwithstanding provisions of "works made for hire", the vendor shall own all of its pre-existing methods, techniques, and processes, including software and documentation, that it brings to this engagement and shall own all enhancements to these methods, techniques and processes, including software and documentation, that are developed during the course of this engagement ("Vendor's Property") and (b) the vendor shall have the right to retain copies of all materials referred to in "works made for hire" in its files evidencing its services for the Information Technology Enterprise. The vendor agrees to grant the State/ITE a royalty-free, nonexclusive, nontransferable license to use, duplicate and disclose the Vendor's Property for the purposes contemplated by this Agreement.

N60

NET 60 DAYS



CENTRAL SERVICES ENTERPRISE - PURCHASING
Working With You, Working For You

DAS

**Three Year
MASTER AGREEMENT**

NUMBER CT 2979

**Volume Discounts and Services on
Commercial off the Shelf Software**

February 1, 2006



**Software
Spectrum**

**CONTRACT CT 2979
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1. IDENTIFICATION OF PARTIES TO THIS CONTRACT

This contract is made by and between Software Spectrum, Inc. (herein referred to as vendor or contractor) with corporate offices located at 3480 Lotus Drive, Plano, Texas 75075 and The State of Iowa including all political subdivisions (herein referred to as the State), represented by The Iowa Department of Administrative Services (DAS), Hoover State Office Building, Level A, Des Moines, IA 50319.

Political Sub-Divisions is defined as any Iowa agency or organization funded in part with Iowa tax dollars, such as cities, counties and public schools as defined in IAC 11—105.2(8A). Participation by any specific state agency or political subdivision is completely voluntary and not mandatory.

Contract is available to state agencies and political subdivisions for purchases in accordance with the provisions of this contract in lieu of conducting their own competitive bid process. Participation by any specific state agency or political subdivision will be by individually executed purchase orders against this agreement. Each agency will have unique billing and shipping addresses. No purchase order, invoice, or vendor acknowledgement may conflict with the provisions of this contract.

2. AGREEMENT TERM

The effective date shall be the date by which both parties had signed the agreement and expire three (3) years following execution. Within approximately thirty days prior to expiration, with the mutual consent of both parties, the contract may be renewed for another one-year period. The contract may be renewed no more than three times.

All vendor activities under all parts of the contract will be performed in consultation with, under the direction of, and with the approval of the DAS Contract administrator. For the duration of the contract the contractor must maintain the agreed to minimum discounts herein and:

- a) be an authorized re-seller of all software sold,
- b) maintain status as a Microsoft LAR GSA Select Contract Holder in good standing through the term of this contract,
- c) agree to honor all Volume Price Agreements which the State of Iowa has in place and may obtain in the future with manufacturers,
- d) provide marketing and support services to State of Iowa agencies and political subdivisions,
- e) assist Agencies with Select and Enterprise Agreement Enrollments and manage enrollments,
- f) provide E-procurement services when requested, such as on-line ordering and order tracking; order history reporting; integration with E-procurement tools used by the State when available,
- g) provide complete license tracking of existing and new software assets of the State.
- h) The contractor shall, without affecting the approved product prices or discounts specified in the agreement, the Contractor shall provide to the State of Iowa a 1.00 % rebate on all sales made within the State of Iowa against this agreement. The rebate is to be paid quarterly for all paid invoices to The Iowa Department of Administrative Services, General Services Enterprise, Purchasing, Hoover State Office Building, Level A, Des Moines, IA 50319.
- i) The Contractor shall provide an electronic detailed quarterly report on all sales made against this agreement within the State of Iowa to the State's primary contact. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the following headings:

1. Date of Sale.
2. Customer Number, Name and Address
3. Product Description and Mfg. Part Number
4. Quantity, Invoice Number, Unit Price (after discounts) and Extended Invoice Price.
5. Manufacturer's Suggested Retail Unit Price (MSRP)
6. Manufacturer's Directly Offered Discount Amount (if any)
7. Contractor's agreed to Discount Amount.
8. Any additional discount amount.
9. Total Savings over MSRP, and overall discount percentage provided.
10. 1% Rebate Amount on Final Invoice Extended Price.

- j) The discounts set forth herein is limited to the standard desktop software products offered by vendor as of the date of this agreement ("Standard Product"), and such pricing specifically exclude products and services offered under vendor's business alliance and partner programs and other services offerings.

3. AGREED TO MINIMUM DISCOUNTS

The Contractor shall be an authorized re-seller of Commercial Off-the Shelf Software (COTS) or commonly referred to as 'shrink wrapped software' available to industry and government at large by various manufacturers. The agreed to minimum discounts from the contractor are as shown in the chart below. Discounts from the Manufacturer's Suggested Retail Price (MSRP) shown below are in addition to discounts offered direct to the State, either by direct agreement or by voluntary offering by the publisher. The discounts shown below shall be applied to the net price after publisher's offered discount to the State is taken. For the duration of the contract, all invoice pricing shall not fall short of the discounts below and be verifiable against the manufacturer's then current MSRP.

MANUFACTURER	DISCOUNT
1. Microsoft Select (ref: CT2792)	17.07 %
2. IBM Passport Advantage (does not include Rational line of products)	7.31 %
3. IBM Passport Adv (Rational products)	2.27 %
4. Adobe TLPG	8.09 %
5. Adobe ACLPG	12.17 %
6. Business Objects OLP	13.08 %
7. Business Objects Shrink-wrap & Single user licenses	10.14 %
8. Citrix Easy Licensing	25.09 %
9. Computer Associates GLP	33.82 %
10. Macromedia Adobe TLOG	8.09 %
11. McAfee Gov Licenses (ref: CT2853)	27.09 %
12. NetIQ	19.83 %
13. Novell MLA (ref: CT2787)	40.00 %
14. All other – In Stock	10.00 %
15. All others – Non- Stock	2.00 %
16. Microsoft EA Payments per CT2795	See Attachment One

Notes:

- a) Specific agencies shall be allowed to negotiate further discounting for large volume purchases.

- b) All invoice prices for product and services are FOB Destination, all freight and handling charges included. Transfer of Title and Risk shall be upon delivery and acceptance by receiving entity.
- c) Vendor must accept payment by Check or Credit Card.
- d) Unless otherwise specified, contractor must deliver the "most" recent software version.
- e) The vendor must ensure that valid product licenses are received at the time, or before, receipt of the product.
- f) All software must be delivered within five (5) working days after vendor receives a purchase order
- g) Software must be free of defects. Defective software must be replaced within five (5) working days.
- h) Buyer understands and acknowledges that Seller provides no warranty covering the products purchased hereunder. The respective publisher or manufacturer of each product grants any warranty applicable to such products. THEREFORE, THE PRODUCTS ARE PROVIDED TO THE BUYER "AS IS" WITHOUT WARRANTY OF ANY KIND BY SELLER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DESIGN, CONDITION, QUALITY, MATERIAL OR WORKMANSHIP. Seller DOES NOT WARRANT THAT THE PRODUCTS WILL MEET BUYER'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. BUYER AGREES TO LOOK SOLELY TO THE MANUFACTURER OR PUBLISHER FOR SATISFACTION OF ANY AND ALL WARRANTY CLAIMS RELATING TO ANY PRODUCTS. All software is provided subject to the accompanying license agreement. For all other software products, including software that is purchased and/or obtained electronically, Buyer agrees that it will be bound by the license agreement governing the use of such software as agreed to directly with the publisher. Buyer assumes all responsibility for compliance with the terms of all volume licensing agreements relating to the software purchased hereunder and understands that it is responsible for the proper deployment, tracking, use and record keeping of such licenses.
- i) Vendor must accept all COTS software in new resalable condition for full credit within thirty (30) days of invoice. 'New re-salable condition' means software in the original unbroken, shrink-wrapped box and includes all documentation, diskettes and manuals.
- j) If requested, vendor must provide "evaluation" copies of software at no charge. If accepted, agency will be invoiced for the software, if not accepted the software will be returned within thirty (30) days after receipt.

Publisher	Eval Software Available	Length of Eval
Adobe	www.adobe.com	30 days
AttachmateWRQ	http://www.wrq.com/products/prodeval.html	30 days
Borland	http://www.borland.com/downloads/index.html	30 days
CA	Yes	30 days
Citrix	MetaFrame XP & Presentation Server v3.0 available from Software Spectrum. Presentation Server v4.0 must be requested directly from Citrix sales. 800-424-8749.	90 days/99 users
Hummingbird	http://connectivity.hummingbird.com/products/nc/resources.html?prod=EXPS	60 days
IBM	About 75% of IBM software is offered in download format for trial purposes.	30 days
Macromedia	http://www.macromedia.com/downloads/	30 days

McAfee	Yes	30 days
Microsoft	The Microsoft Select and Enterprise Agreements offer up to 10 copies of each software title available for 60-day evaluation.	60 days
NetIQ	No	
Novell	http://www.novell.com/products/	30 days
Symantec	Yes	30 days
Trend Micro	Yes	30 days
Veritas	Trial versions at http://www.backupexec.com/	30 - 60 days

4. OTHER PRODUCTS AND SERVICES

A. Required Services to be provided at no charge to the State:

1. Customer Account Service Support as described in Contractor's proposal.
2. Business Development Managers as described in Contractor's proposal.
3. Licensing Advisors as described in Contractor's proposal.
4. Technology Assessment Services as described in Contractor's proposal. See Attachment Two.
5. Onsite and Online Training as described in Contractor's proposal.
6. Product Webinars as described in Contractor's proposal.
7. Microsoft Webinars Series as described in Contractor's proposal.
8. Microsoft Software Assurance Training as described in Contractor's proposal.
9. The vendor must routinely provide at no charge educational materials informing Departments / Agencies of product and license abuse liability and penalties.
10. Vendor must provide, without any additional costs to the State, sales assistance and the services of a Technical Support Center.
11. Vendor must inform and assist the State as necessary at no charge to take advantage of Special Offers, Promotions, new releases, bundles, rebates, volume purchase agreements, availability of site licenses or master upgrade programs, eligibility for additional academic discounts, etc. that are offered by either the publisher or the contractor.
12. Contractor must support and manage existing VLAs/LPs such as, but not limited to, Novell, Passport, Microsoft Enterprise Agreement, Microsoft Select, etc.
13. Contractor must assist the State in identifying software publishers that may be receptive to VLAs/LPs and monitor sales from "shrink wrap" and "open" license purchases and recommend additional VLAs/LPs that may be advantageous to the State.
14. The contractor must work with the State and manufacturer / publisher to enroll in/subscribe to of selected VLAs / LPs.
15. The same discount structure proposed must be used for any new VLA or LP entered into.
16. Contractor will submit at no charge to the contract administrator an 'electronic copy' of any Microsoft Licensing Products Use Rights Updates (Americas, English) as they are issued by Microsoft Licensing.
17. THE CONTRACTOR MUST PREPARE AND SUBMIT TO PUBLISHERS (MICROSOFT, LOTUS, SYMANTEC, ETC.) ALL REQUIRED REPORTS (I.E. CERTIFICATIONS, ETC.) AND

PERFORM OTHER DUTIES AS REQUIRED BY THE PUBLISHER TO ENSURE THAT THE STATE IS COMPLIANT WITH APPLICABLE LICENSING TERMS AND CONDITIONS.

18. Vendor must maintain up-to-date records of sales by ordering unit, product, and time. A report, which is acceptable to the Software Publishers Association, must be provided to the State on a quarterly basis. A monthly report is desirable. The State reserves the right to requests more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.
19. Purchasing units must have the ability to track individual Purchase Orders on-line (via-web site).
20. Free Asset Management Services as described in Contractor's proposal
21. Contractor shall provide an Iowa approved customized web site with product catalog and specific pricing kept accurate and current through daily updates. The web site shall allow buyers to see Iowa-specific product information, availability, and current pricing; place or save orders, automate order approvals; check order status and link to carriers' systems; generate purchase and invoice reports; retrieve a snapshot of all software assets; view software contracts and share news with your software buyers and users.
22. Provide pass-through Letters of Agency to the software publisher of choice.

B. Services available at extra charge:

1. FEE BASED PUBLISHER SUPPORT: When requested, for more detailed technical support than above, contractor shall sell publisher support where available. Fees vary based on publisher and on requirements. The agreed to discounts shall apply. See also Microsoft Modified Master Services Agreement CT2882.
2. FEE BASED ASSET MANAGEMENT SERVICES (Media Plane™ product):
A web-based behind-the-firewall software application, Media Plane houses an always-current central repository of licensing information. Data in this central repository is gathered from the existing procurement, deployment, and discovery (inventory) tools the State of Iowa may plan to employ or may already have in place.

Media Plane's pricing models are:

1. Perpetual License Model - based upon the total number of users, a one-time license fee with annual maintenance (includes basic technical support).
2. Subscription Model - based upon the total number of users, a monthly fee per user paid quarterly.

Based upon an estimated user population of 35,000:

1. Perpetual License with Maintenance - A one-time license fee for Media Plane would be \$19.00 per seat for a total of \$665,000. First year and subsequent year maintenance would be \$119,700.
2. Monthly Subscription (includes maintenance) - Paid quarterly, the monthly subscription price per user would be \$2.21 per month or \$6.63 per quarter.
3. For the avoidance of doubt, the below examples are provided based on an estimated population of 5,000 and 7,000:

5,000 Seats examples:

Perpetual Pricing Model:

Media Plane Server License (Not Discountable) = \$60,000.00
5,000 seats X \$16.00 seat (\$20.00 MSRP with 20% discount) =
\$80,000.00
2 Media Plane IT Administrator (\$5,000.00 MSRP with 20% discount) =
\$8,000.00
3 Integration Points (Procurement, Deployment, Discovery) (\$5,000.00
MSRP with 20% discount) = \$12,000.00

Perpetual License \$160,000.00 *
First Year and Subsequent Years Maintenance @18% = \$28,800.00

Subscription Pricing Model:

Monthly Subscription \$8,470.00
(Includes 2 Media Plane IT Administrators and Maintenance)
(All Integration Points costs must be paid at contract signing, assumes 3
@ \$4,000.00 or \$12,000.00 due at contract signing. Maintenance add
would be 18% of cost)

7,000 Seats examples:

Perpetual Pricing Model:

Media Plane Server License (Not Discountable) = \$60,000.00
7,000 seats X \$16.00 seat (\$20.00 MSRP with 20% discount) =
\$112,000.00
2 Media Plane IT Administrator (\$5,000.00 MSRP with 20% discount) =
\$8,000.00
3 Integration Points (Procurement, Deployment, Discovery) (\$5,000.00
MSRP with 20% discount) = \$12,000.00
Perpetual License \$192,000.00 *
First Year and Subsequent Years Maintenance @18% = \$34,560.00

Subscription Pricing Model:

Monthly Subscription \$10,302.00
(Includes 2 Media Plane IT Administrators and Maintenance)
(All Integration Points costs must be paid at contract signing, assumes 3
@ \$4,000.00 or \$12,000.00 due at contract signing. Maintenance add
would be 18% of cost)

* Additional Integration Points and/or Media Plane IT Administrators would be \$4,000.00 each and would affect the price and maintenance price in both examples.

Note: Participation in any asset management solution by any state agency or political subdivision is completely voluntary and not mandatory. The use by any state agency or political subdivision entity in Iowa of the asset management solution may occur independently of any other entity; without the sharing of data with another entity.

5. PAYMENTS TO CONTRACTOR

The State shall pay the Vendor amounts not to exceed the manufacturer's list price less minimum discounts stated in vendor's proposal incorporated here-in.

Except as agreed upon by the parties and incorporated herein, the Vendor shall not be reimbursed for any operating costs incurred by the Vendor, including but not limited to:

- a) Workers Compensation costs or insurance premiums,
- b) Unemployment compensation costs,
- c) Taxes or other obligations of the Vendor associated with the provision of services requested,
- d) Car rentals, airfare, meals, lodging, copies, postage, etc.

Upon receipt of a properly submitted and appropriately documented invoice to the State, the State will promptly process and pay the invoice within 60 days. If the State in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the State may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

Contractor shall invoice the specific State Agency or political subdivision which issues an authorized purchase or delivery order and in the manner as instructed on the order. No invoices will be accepted and no payments will be made without prior authorized execution of such a purchase order by the receiving entity.

The State of Iowa does not guarantee contractor any specific level of business as a result of this contract.

The State of Iowa does not pay tax.

6. ASSIGNMENT OF CONTRACT

The Vendor may not assign this Contract to another person or entity without the prior written consent of the State.

7. INCORPORATED DOCUMENTS & GENERAL PROVISIONS

The following documents containing specifications for services requested under the RFP and this contract are listed below:

- a) This Contract together with any exhibits, attachments or addenda attached hereto and incorporated herein by reference.
- b) The Vendor's Cost Proposal in response to RFP BD80500S359 incorporated herein by reference.
- c) The Request for Proposal No. BD80500S359, including any and all addenda, tables, exhibits and appendices incorporated herein by reference.
- d) The Vendor's Technical Response to the Request for Proposal BD80500S359, incorporated herein by reference.

In the event of a conflict among the incorporated or attached documents, the order of precedence shall be as set forth above.

Changes in the provisions of this Contract may be made only in writing signed by all parties hereto.

This Contract constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding this Contract shall not be binding upon either party except to the extent incorporated herein. Both parties in writing must agree upon any modifications of this Contract.

All notices required to be given by either party to the other in accordance with the terms of this Contract shall be directed as follows:

<u>STATE:</u>	Name:	ASHLEY SUPER
	Address:	IA Dept of Administrative Services Hoover State Ofc Bldg., Level A Des Moines, IA 50319-0105
	Phone:	515-281-7073
	Facsimile:	515-242-5974
<u>VENDOR:</u>	Name:	Contracts Manager
	Address:	3480 Lotus Dr. Plano, TX 75075
	Phone #:	469-443-3788
	Fax #:	720-567-0121

8. ACTS OF GOD (FORCE MAJEURE)

The Vendor shall not be considered in default under any provision of this Contract nor shall any liquidated damages be assessed if performance is delayed or made impossible by any causes beyond the control of and without the fault of the Vendor. Causes would include, but not limited to: acts of God, fires, floods, severe weather, epidemics or any other natural disaster, war, embargoes, or quarantines.

9. DEFAULT; REMEDIES OF STATE

The State may declare the Vendor in default of its obligations under the Contract for any of the following reasons:

- a) Failure by the Vendor to materially conform to the specifications as required by the RFP.
- b) A breach of any term of this Contract.
- c) Non-performance of this agreement.

The State shall issue a written notice of default providing therein for fifteen (15) day period in which the Vendor shall have an opportunity to cure, provided that cure is possible and feasible. Time allowed for cure of a default shall not diminish or eliminate the Vendor's liability for liquidated damages.

If, after opportunity to cure, the default remains, the State may do one (1) or more of the following:

- a. Exercise any remedy provided by law;
- b. Terminate the contract and
- c. Obtain liquidated damages from the Vendor, as described herein.

10. VENDOR'S OBLIGATIONS

1. A breach of this Contract, which is the result of a subcontractor's conduct, negligence or failure to perform, shall not excuse the Vendor from the provisions of this Contract.
2. Should the State obtain a money judgment against the Vendor as a result of a breach of this Contract, the Vendor consents to such judgment being set-off against moneys owed the Vendor by the State under this Contract or any other Contract between the Vendor and the State.

3. Amounts due to the State as liquidated damages or any other damages may be deducted by the State without a judgment or any court action from any money payable to the Vendor pursuant to this Contract or any other Contract between the Vendor and the State. The State shall notify the Vendor in writing of any claim for liquidated damages or any damages or any other damages on or before the date the State deducts such sums from money payable to the Vendor.

11. DEFAULT; REMEDIES OF VENDOR

Should the Vendor consider the State to be in default of its obligations, the Vendor shall issue a written notice of default providing therein for a fifteen (15) day period in which the State shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the Vendor may exercise any remedy provided by law.

12. TERMINATION DUE TO NON-APPROPRIATION

Notwithstanding any other provision of this Contract, if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of the State to appropriate funds or funding from a federal funding source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided, the State shall give the Vendor written notice as soon as practical documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Agreement shall terminate on the last day of the fiscal year for which appropriations were available. However, in the event that an appropriation to cover the cost of this Contract becomes available within sixty (60) days subsequent to termination under this section, the State agrees to re-enter the Agreement with the terminated Vendor under the same provisions, terms and conditions as the original Contract.

13. TERMINATION FOR CONVENIENCE

This agreement may be terminated by Buyer or Seller upon thirty (30) days prior written notice to the other party. In the event of such termination, this agreement shall continue in effect with respect to all outstanding orders placed by Buyer prior to the effective date of such termination, subject to liquidated damages and offsets as specified in this Contract.

14. REMEDIES OF VENDOR IN EVENT OF TERMINATION

In the event of termination of this Contract due to non-appropriation under section 2.8 above or for convenience pursuant to section 2.9 above, the Vendors sole and exclusive remedy is to recover and possess its own equipment used in the performance of the Contract, except as provided in section 2.9 above. In the event of termination of this Contract for any reason, the State shall not be liable for the payment of Unemployment Compensation to the Vendor's employees, nor shall the State be liable to the Vendor for payment of Workers' Compensation claims which occur during the Contract or extend beyond the date on which this Contract terminates or for any other costs incurred by the Vendor in its performance of the Contract, except amounts, if any, due and owing to the Vendor by the State on the date of termination.

15. VENDOR DUTIES

1. All records of the Vendor relating to this Contract shall be retained for five (5) years following the date of final payment under this Contract. Nothing in this Contract shall be construed to permit or authorize the Vendor to destroy or eliminate documents, records, or files in violation of any statute or rule governing the Vendor's retention of records.

2. The Vendor agrees that the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representatives of the United States Government, shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, and records of the Vendor relating to all debt collection activities or the Vendor's performance under this Agreement. The Vendor shall not impose any charges for access to its books and records regarding its performance under this Contract, and shall fully cooperate with authorized representatives in the examination or audit of books and records. The State shall not impose a charge for audit or examination of the Vendor's books and records.
3. The Vendor shall comply with the applicable provisions of federal, state and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Vendor shall have an affirmative action plan, if required by law.
4. The Vendor warrants that no person or selling State has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency with the exception of bona fide employees or selling agents retained for the purpose of securing business. In the event of breach of this subsection, which shall be considered a material term of this Contract, the State shall have, in addition to the remedies contained herein, a right to liquidated damages in the sum of \$5,000.00. Such damages are not a penalty and would be assessed only because the monetary damage to the State's competitive bidding process resulting from breach of this subsection is difficult, if not impossible, to measure.
5. In the event that the Vendor utilizes subcontractors for the purpose of fulfilling its obligations under this Contract, all such subcontractors shall be procured with appropriate attention to the principles of competition and quality of workmanship; however, the Vendor shall not be required to adhere to the State's competitive bidding procedures in its selection of subcontractors. All records relating to subcontracts shall be retained as required in subsection A. above and available for audit or examination as required in subsection B. above. The Vendor shall be responsible for the performance of any subcontracts retained by Vendor in performance of this contract.
6. If the Vendor is a joint entity, consisting of more than one (1) individual, partnership, corporation or other business organization, all such entities shall be jointly and severally responsible for fulfilling the activities and obligations of this Contract and for any default under this Contract.
7. The Vendor shall provide and pay for all labor, materials, equipment, tools, machinery, storage of it and transportation necessary for the Vendor to provide the services required under this Contract except as otherwise provided in this Contract.
8. Some data, policies and activities of the State are confidential. The Vendor shall preserve the confidentiality of such data, policies and activities that are revealed to Vendor in the performance of this Contract. Vendor shall maintain procedures for safeguarding the identified confidential information. In the event of a breach of this provision, the State may terminate this Contract immediately without notice of default and opportunity to cure.
9. The Vendor irrevocably consents to service of process by certified or register mail addressed to the Vendor's designated agent. The Vendor appoints as its agents to receive services of process:

Name: Contracts Manager
Address: 3480 Lotus Dr. Plano, TX 75075

Phone #: 469-443-3788
Fax #: 720-567-0121

If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, the Vendor shall immediately appoint of new agent and provide the State with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the State. Nothing in these provisions will alter the right of the State to serve process in any other manner permitted by law.

16. INDEMNIFICATION; CONSEQUENTIAL AND INDIRECT DAMAGES

In the event that the manufacturer or publisher of a product purchase from Seller indemnifies the end user against patent, trademark or copyright infringement, Seller will assign such rights to Buyer. In the event that such indemnification is not provided by the manufacturer or publisher, Buyer understands and agrees that Seller, as reseller, does not provide indemnification of any kind, nor assume liability for any claims, costs, expenses or damages, actual, incidental or consequential, incurred as a result of any claim of intellectual property infringement or misappropriation of a trade secret.

Otherwise, the Vendor shall indemnify and hold harmless the State, its officials, agents and employees, from and against any and all claims by an employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The indemnification under this subsection shall not be limited in any way by any limited on the amount or type of damages, compensation or benefits payment by or for the Vendor or a subcontractor under Workers Compensation Actions, disability benefit acts or other employee benefit acts.

The obligations of the respective parties under this section shall survive the expiration or termination of this Contract, including any extensions thereto, with respect to any occurrences within the term of this Contract.

17. OFFSET

In the event that Vendor is in arrears in payment of any state taxes, which are due and payable to the State, the State may offset any taxes in arrears from payments to the Vendor under this Contract.

18. PROPERTY DAMAGE

The Vendor shall exercise its best efforts to prevent damage to property of the State in the course of performing its obligations under this Contract. The Vendor shall replace or pay replacement costs of any property damaged by its operations. The Vendor shall restore damaged property to its condition prior to the damage at the sole expense of the Vendor. Such restoration shall be complete when judged satisfactory by the State.

19. SAFETY OF PERSONS AND PROPERTY; INSURANCE

- A. The Vendor shall maintain in full force and effect during the term of this Contract, basic liability and property damage insurance to protect the Vendor, its subcontractors, if any, and the State from claims for damage, which may arise from operations under this Contract, and the amount of such insurance shall not be less than the following:

General Liability (including contractual liability) written on an occurrence basis.	General Aggregate	\$3 Million
	Product Liability Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Comprehensive Aggregate	\$1 Million
	Each Occurrence	\$1 Million
Automobile liability, including any auto, hired autos and non-owned autos	Combined Single Limit	\$1 Million
Workers Comp and Employer Liability	As required by Iowa law	
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million

The Vendor shall arrange with its insurer for notice of cancellation of the required insurance coverage to be directed to the State in addition to any notices of cancellation, which may be directed to the Vendor. The Vendor's insurer shall state in the certificate of insurance that no cancellation of the insurance is effective without thirty (30) days prior written notice to the State. All insurance coverage required by this Contract shall provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

- B. The Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
1. All employees on the job site and all other persons who may be affected thereby;
 2. The public, including the State's staff and employees;
 3. All the property and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Vendor or any of its subcontractors.
 4. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and other improvements.

20. RECEIVERSHIP

The Vendor shall immediately, and not later than two (2) business days after any such filing, notify the State, in writing, if: (a) the Vendor files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangements with creditors; (b) the Vendor files and answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the United States bankruptcy code, as amended; (c) the Vendor is adjudicated bankrupt, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver or trustee for all or any part of its property; (d) the Vendor institutes dissolution or liquidation proceedings with respect to its business; (e) an order is entered approving an involuntary petition to reorganize the business of the Vendor or to effect a plan or other arrangement with creditors or appointing a receiver or trustee for the Vendor of all or part of its property; or (f) if a writ or warrant of attachment, execution, distant, levy, possession, or any similar process which may materially affect the operation of the Vendor, is issued by any court against all or any material part of the Vendor's property.

In the event that said petition, writ or warrant is not dismissed or a stay of foreclosure obtained or said appointment, assignment, or proceedings are not rescinded or terminated within one hundred twenty (120) days of the issuance, making, or commencement thereof, and the effect thereof is to materially impede or frustrate the ability of the Vendor to fulfill its obligations under this Contract, then the State may terminate this Contract without penalty, unless: (a) within one hundred twenty (120) days after the election or appointment, any receiver or trustee of the Vendor, or the Vendor as a debtor-in-possession in connection with any reorganization or similar proceedings, shall have remedied any uncured failure to comply with any provision of this Contract; and, (b)

within said one hundred twenty (120) days, the receiver or trustee, or the Vendor as a debtor-in-possession, shall have executed a Contract with the State, which shall have been approved by the court having jurisdiction, whereby the receiver or trustee, or the Vendor in its capacity as a debtor-in-possession, assumes all obligations and agrees to be bound fully by each and every provision of this Contract.

21. OBLIGATIONS BEYOND AGREEMENT TERM

All obligations of the State and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Contract.

22. AUTHORIZATION

Each party to this Contract represents and warrants to the other that:

1. It has the right; power and authority to enter into perform its obligations under this Contract.
2. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

23. SOVEREIGN IMMUNITY

The State specifically reserves the defense of sovereign immunity as allowed by State or federal law or regulations for any claim arising out of or related to the duties and obligations imposed by this Contract.

24. INTELLECTUAL PROPERTY

The contract will contain various provisions regarding the intellectual property used and developed as a result of this contract including the following:

1. Works Made for Hire. Work produced for the STATE shall be considered work made for hire and shall be owned solely by the STATE. If the works are not works for hire, then Vendor will be required to make an exclusive, perpetual, royalty-free assignment of all copyrights in such materials to the STATE and that Vendor has the right to do so.
2. Warranty Regarding Intellectual Property Rights. Vendors will warrant that, in the performance of this contract, Vendor's work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by Vendor will not infringe any copyright, patent, trademark, trade dress or other intellectual property right of Vendor or others.
3. Right to Use Intellectual Property. To the extent Vendor has the right to do so, the furnishing or using of any intellectual property by Vendor in completing this contract shall confer upon the STATE the unrestricted, irrevocable right under Vendor's intellectual property rights, to make, have made, use, sell, license, publish, and/or lease any such intellectual property without payment of additional consideration by STATE.

25. SECURITY OF DATA

Some State of Iowa data files and documents are of a highly confidential nature; therefore, Vendor's employees may be allowed access to this information only as needed for their duties relating to performance of the requirements of the contract. The Vendor shall have positive policies and procedures for safeguarding the

confidentiality of such data, and may be liable under privacy legislation for negligent release of such information. The Vendor shall be aware that access to data and application code will be provided only to the extent permitted by State and Federal statutes and regulations. Vendor is required to sign all appropriate confidentiality forms and to protect data to the same extent it would protect its own proprietary rights. Under no circumstances shall confidential data and application code leave the borders of the United States of America.

26. LIMITATIONS ON EXCLUSIVITY OF CONTRACT

All State of Iowa agencies, elected officials, cities, counties and any other political subdivisions are encouraged to purchase their software needs using this contract in lieu of conducting their own competitive bid process. All State of Iowa Executive Branch Agencies (listed in bold on RFP Exhibit E) are required to purchase their software needs using this contract with the following exceptions. Contracted Re-seller agrees to the following limitations on the exclusivity of this contract regarding any one single purchase:

- A. Manufacturer Direct Offers. If Contractor is unable or unwilling to meet or beat the price offered direct to the State by the sole manufacturer of the product, the State may proceed to make the purchase direct from the manufacturer without a bid process. This exception to the exclusivity of the contract does not apply to offers by other re-sellers. The State shall document such purchases to the Contractor prior to purchase.
- B. Offers by Other Non-Contract Re-sellers. If Contractor can not meet or beat a single offer by a non-contracted re-seller, at the State's sole discretion, the State may then conduct a competitive bid process on the purchase, according to current administrative rules. The Contractor shall be directly included in any such invitation to bid.
- C. Software as Part of Hardware Purchases. Software such as operating systems included in the configured image on hardware sold to the state by other vendors are excluded from the exclusivity of this software contract.
- D. Software as Part of a Service Contract. Software sold to the State as a result of a service contract or RFP process for a specific project is excluded from the exclusivity of this contract.

27. MISCELLANEOUS

- a) The terms and provisions of this Contract shall be construed in accordance with the laws of the State. Any and all litigation or actions commenced in connection with this Contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State.
- b) If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall be valid and enforceable.
- c) In accordance with current applicable open records laws, only the STATE shall make this contract, including its addenda and all monthly reports from the contractor, available for viewing by the public upon request from any party. It may also be reproduced by copier at a reasonable charge, transmitted by facsimile machine, or electronically via the Internet upon request from any party.
- d) Failure of the State at any time to require strict performance of any provision of this Contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.
- e) The parties agree to execute any additional documents necessary to effectuate this Contract.

28. CERTIFICATION OF TAX COLLECTION

Contractor certifies that it is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43).

29. EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

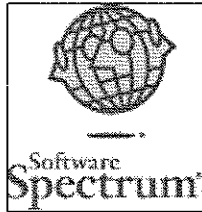
For the State of Iowa:

By Debbie O'Leary Date 1/27/06
Debbie O'Leary, Division Administrator, General Services Enterprise
Iowa Department of Administrative Services

For Software Spectrum, Inc.:

By: A. K. Lussen Date Feb 25, 2006
Name & Title: Director, Global Sales Support

CT2979 ATTACHMENT ONE



State of Iowa EA - See CT2795 for Details

**August 2005 - Perpetual Listed Languages - US
 Microsoft Enterprise Agreement 6.x - Government
 Component Desktop Added @ Signing w/ True-Ups
 Contact Name: Jonathan Wolpert
 Contact Phone : 612-379-1427
 Reference Number: 805MS EA**

All Prices subject to change without notice and are exclusive of any taxes, duties, or tariffs.
 Software Spectrum will attempt to ensure pricing remains constant through the current calendar month.
 Please include the above "Reference Number" with or on your Purchase Order (PO).

MFG Part Number	Product Name	Discounted Product Price
021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$107.90
021-05655	Office Win32 Listed Languages SA MVL	\$62.74
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$133.44
269-05925	Office Pro Win32 Listed Languages SA MVL	\$77.58
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$42.82
E85-01014	Windows Professional Listed Languages SA MVL	\$31.65
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$53.60
W06-00019	Core CAL Listed Languages SA MVL Per Device	\$28.69
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$53.60
W06-00340	Core CAL Listed Languages SA MVL Per User	\$28.69

TRUE UP FEES

Payment for Desktops Added in Year 1:

021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$298.60
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$369.27
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$115.80
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$149.32
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$149.32

Payment for Desktops Added in Year 2:

021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$248.38
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$307.17
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$90.46
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$126.35
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$126.35

Payment for Desktops Added in Year 3:

021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$198.16
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$245.06
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$65.13
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$103.38
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$103.38

MFG Part Number	Product Name	Discounted Product Price
021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$126.95
021-05655	Office Win32 Listed Languages SA MVL	\$66.04
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$156.99
269-05925	Office Pro Win32 Listed Languages SA MVL	\$81.66
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$50.38
E85-01014	Windows Professional Listed Languages SA MVL	\$33.31
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$63.06
W06-00019	Core CAL Listed Languages SA MVL Per Device	\$30.20
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$63.06
W06-00340	Core CAL Listed Languages SA MVL Per User	\$30.20

TRUE UP FEES

Payment for Desktops Added in Year 1:

021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$351.31
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$434.44
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$136.23
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$175.68
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$175.68

Payment for Desktops Added in Year 2:

021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$292.22
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$361.37
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$106.43
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$148.65
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$148.65

Payment for Desktops Added in Year 3:

021-05654	Office Win32 Listed Languages Lic/SA Pack MVL	\$233.13
269-05924	Office Pro Win32 Listed Languages Lic/SA Pack MVL	\$288.31
E85-01013	Windows XP Professional Listed Languages Upg/SA Pack MVL	\$76.63
W06-00020	Core CAL Listed Languages Lic/SA Pack MVL Device CAL	\$121.63
W06-00339	Core CAL Listed Languages Lic/SA Pack MVL Per User	\$121.63

The foregoing Pricing is based on the terms and conditions of Microsoft's current programs in which the State of Iowa and Software Spectrum participates, and on the quantities listed above. Pricing is subject to change if Microsoft revises the financial terms applicable to Software Spectrum in its existing programs, or if quantities change.

ATTACHMENT TWO TECHNOLOGY ASSESSMENT SERVICES

Since Software Spectrum does not represent any one specific software publisher, we are uniquely positioned to provide you with objective, factual information on key aspects of any software application or service. We can help you weigh all of your options and uncover the best software solution for your organization.

This complimentary service is available exclusively to Software Spectrum customers. If you would like information on software applications or services in a category evaluated by our engineers, or would like to suggest we add a new product to our evaluation program, please contact your Software Spectrum account representative or e-mail tas@softwarespectrum.com.

Currently, our engineers are evaluating solutions in the following business areas:

Securing Your Enterprise

Products and services that protect your company's assets, systems, and users from malicious threats.

- Intrusion Detection
- Intrusion Prevention and Application Protection Systems
- Managed Security
- Anti-Spam
- Authentication and Identity Management
- Web Filtering and Monitoring
- Firewalls
- . . . and more

Managing Your Enterprise

Products and services that help you efficiently manage and keep your business running smoothly.

- Asset Management
- Storage Management
- Patch Management
- Mobile Enablement
- Application Management and Monitoring
- Systems Management and Monitoring
- . . . and more

Enabling Your Enterprise

Products and services that increase user productivity, allow companies to integrate disparate systems, and help them quickly make the right business decisions.

- Business Intelligence & Reporting
- Development Tools
- Enterprise Applications
- Application Servers
- Testing
- . . . and more.



License Implementation Guide

Prepared for:

State of Iowa

Presented by:

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Account Executive

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February 2006

Worldwide Headquarters:

3840 Lotus Drive ♦ Plano, Texas 75075 ♦ Phone 800-624-0503 ♦ Fax 720-567-0111

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KEY CONTACTS AT SOFTWARE SPECTRUM

JONATHAN WOLPERT

Account Executive

701 Main Street S.E. #214

Minneapolis, MN 55414

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Fax: 612.379.1453

E-mail: jonathan.wolpert@softwarespectrum.com

Jonathan Wolpert is responsible for providing software asset management, implementing cost-saving procurement strategies and overall customer satisfaction.

State of Iowa Customer Account Services (CAS) Team

Lex Katich & Cheri Clark

22820 East Appleway Ave.

Liberty Lake, WA 99019

Tel: 800.763.8927

Fax: 720.567.0129

E-mail: iowa@softwarespectrum.com

Your dedicated CAS team, Lex Katich & Cheri Clark, are committed to providing you with superior customer service and value. Your dedicated 800 number goes directly to your team members. They are available daily to answer your requests for:

- Ordering and order status
- Product pricing, information & availability
- New version & upgrade information
- Odd product searches & sources
- Volume licensing information

Escalation Path for Problem Resolution

State of Iowa
Customer CAS team
Lex Katich or Cheri Clark
800-763-8927



Jonathan Wolpert
Account Executive
612.379.1427



TBD
Regional Manager



Regina Jernigan
Director,
North American Sales, West,
830-643-0690



Andrea Della Mattea
Vice President,
North American Sales
469-443-3767

NORTH AMERICAN CUSTOMER SERVICE

Below is a list of your contacts for placing orders, checking product price and availability, and processing returns anywhere in North America.

Worldwide Headquarters

3840 Lotus Drive
Plano, Texas 75075
USA

Canadian Headquarters

10 Kingsbridge Garden Circle, Suite 301
Mississauga, Ontario L5R 3K6
Canada

For assistance in the US: 800.763.8927 iowa@softwarespectrum.com
Fax: 720.567.0129

HOW TO PLACE AN ORDER

You may place orders by phone, fax, mail, e-mail, or through our electronic commerce Web site. Please contact your Iowa CAS team or Jonathan Wolpert for more detailed instructions and information.

Telephone Orders:

You can contact your CAS team telephone line or Jonathan Wolpert to place orders, check product price and availability, and get order status.

Fax Orders:

You can use the fax number for your local Software Spectrum office listed on your team contact page to fax an order or request a product price quote.

E-Mail:

You may use e-mail to place orders, request a quote, check order status, or get product information. Please see your team contact page for this information.

Mail:

You may use standard mail to place orders or correspond with your local Software Spectrum office.

Electronic Commerce:

With the tools on our electronic commerce Web site, you can place orders, get product price and availability, check order status, view licensing contract details, and request purchase activity reports online—24 hours a day, 7 days a week. Contact your CAS team or your local account manager for more information about using these tools.

Please provide the following with each order:

- A valid purchase order (PO) number or credit card number
- Correct shipping and billing information, including contact person
- Contact information including telephone, fax, and e-mail
- VAT (Value Added Tax) information, if applicable
- Company registration number
- Any other reference information that needs to appear on the order

The sales office from the country of service will be responsible for the follow requests: “pre sales”, software asset management, bids, quotes, and proposals.

INVOICES & PAYMENTS

Payment via North America

All license orders billed to your locations originating out of North America will be in U.S. dollars. License orders will be invoiced immediately upon receipt of order and will be mailed directly to you for payment. Media and documentation orders will be invoiced in one of two ways:

1. In U.S. dollars or Canadian dollars if product is shipped from the United States.
2. In local currency (see below) if product is shipped from a local Software Spectrum country office. All invoices will be subject to the standard payment terms of Net 60 days.

You may wire funds to Software Spectrum U.S. Payment by check is also acceptable if drawn on a U.S. bank. Please direct remittances sent via international mail to Software Spectrum's bank as follows:

Software Spectrum, Inc.
P.O. Box 848264
Dallas, TX 75284

Payments sent via carrier service should be sent to:

Bank of America
901 Main Street
Dallas, TX 75201
Account#: 3752177644
ABA#: 1110-0001-2

RETURN POLICY & PROCESS

Software Spectrum submits all return requests to the appropriate publisher for approval and we will work with you to administer returns according to the applicable regulations. Most publishers will allow return of standard, unopened products within 30 days of the purchase date. Special order products, disk duplications, and documentation are generally not returnable, except when defective.

Software licenses and maintenance purchased pursuant to a volume license agreement are subject to limitations on the right to return or adjustments to report usage of such licenses imposed under the terms of the volume license agreement. Please refer to your specific license agreements for a full explanation of the rights and limitations extended to you by the publisher.

To return a product to Software Spectrum, please contact your CAS team. Upon receipt of publisher approval, the CAS team will issue a Return Authorization (RA) number. The CAS team will also provide return shipping instructions including the address of the warehouse that accepts returns and any timeframes or limitations.

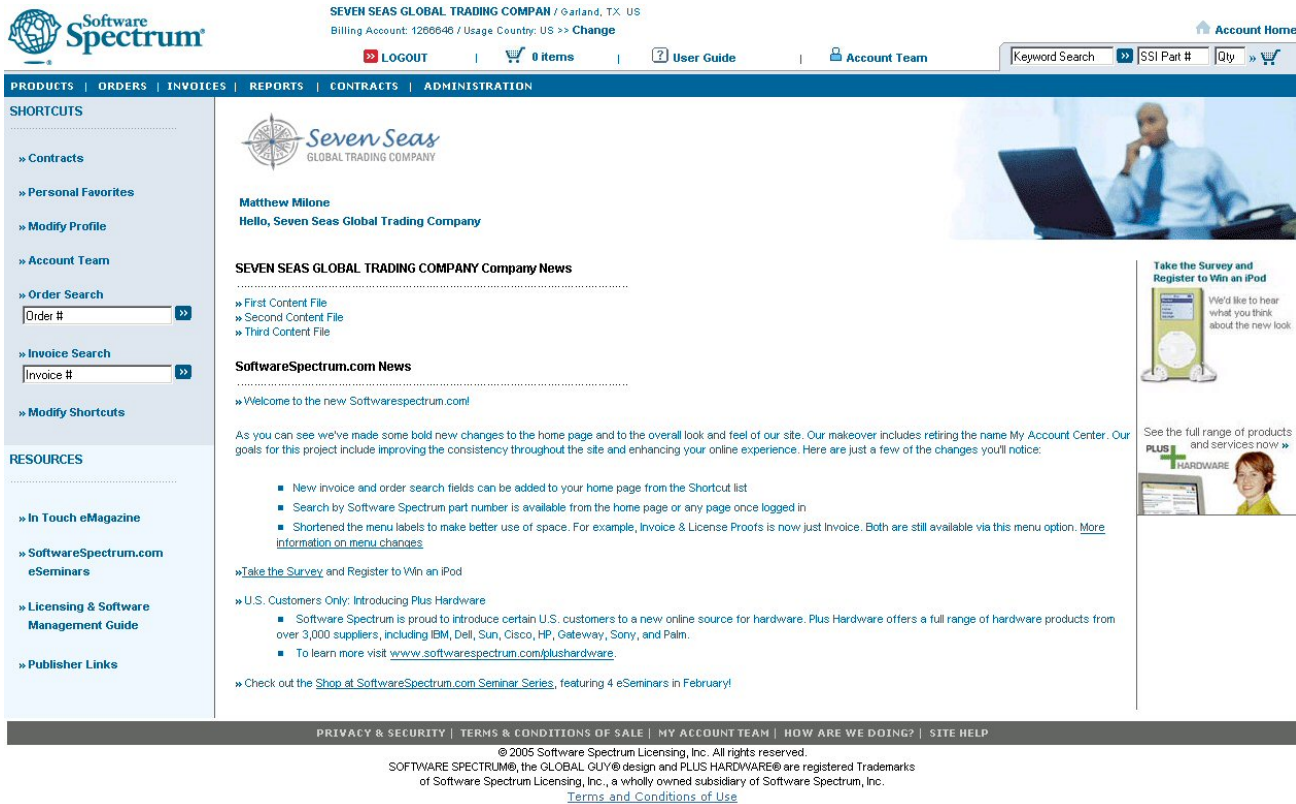
Software Spectrum will replace the product or issue a credit against future purchases in an amount equal to the purchase price of the returned product. All credits will expire two years from the date of issue.

Shipping costs are generally not refundable though Software Spectrum will cover return freight charges for product returns due to our error.

E-COMMERCE WITH SOFTWARESPECTRUM.COM

Software Spectrum provides each customer with a custom online account on the softwarespectrum.com web site. Softwarespectrum.com makes it easy to find, buy, and manage your software assets. Softwarespectrum.com also offers the convenience, speed and accuracy you expect from an industry leader.

This online tool gives you a single electronic source for managing all the aspects of your account in real-time, at a local, national or global level. The result is a simplified procurement process and a flexible point of control for your software assets.



Software Spectrum

SEVEN SEAS GLOBAL TRADING COMPANY / Garland, TX, US
Billing Account: 1266646 / Usage Country: US >> [Change](#)

[LOGOUT](#) | [Items](#) | [User Guide](#) | [Account Team](#)

Keyword Search SSI Part # Qty

PRODUCTS | ORDERS | INVOICES | REPORTS | CONTRACTS | ADMINISTRATION

SHORTCUTS

- » Contracts
- » Personal Favorites
- » Modify Profile
- » Account Team
- » Order Search
 Order #
- » Invoice Search
 Invoice #
- » Modify Shortcuts

RESOURCES

- » In Touch eMagazine
- » SoftwareSpectrum.com eSeminars
- » Licensing & Software Management Guide
- » Publisher Links

Matthew Milone
Hello, Seven Seas Global Trading Company

SEVEN SEAS GLOBAL TRADING COMPANY Company News

- » First Content File
- » Second Content File
- » Third Content File

SoftwareSpectrum.com News

- » Welcome to the new Softwarespectrum.com!

As you can see we've made some bold new changes to the home page and to the overall look and feel of our site. Our makeover includes retiring the name My Account Center. Our goals for this project include improving the consistency throughout the site and enhancing your online experience. Here are just a few of the changes you'll notice:

- New invoice and order search fields can be added to your home page from the Shortcut list
- Search by Software Spectrum part number is available from the home page or any page once logged in
- Shortened the menu labels to make better use of space. For example, Invoice & License Proofs is now just Invoice. Both are still available via this menu option. [More information on menu changes](#)

» [Take the Survey](#) and Register to Win an iPod

» U.S. Customers Only: Introducing Plus Hardware

- Software Spectrum is proud to introduce certain U.S. customers to a new online source for hardware. Plus Hardware offers a full range of hardware products from over 3,000 suppliers, including IBM, Dell, Sun, Cisco, HP, Gateway, Sony, and Palm.
- To learn more visit www.softwarespectrum.com/plushardware.

» Check out the [Shop at SoftwareSpectrum.com Seminar Series](#), featuring 4 eSeminars in February!

Take the Survey and Register to Win an iPod
We'd like to hear what you think about the new look.

PLUS HARDWARE
See the full range of products and services now »

PRIVACY & SECURITY | TERMS & CONDITIONS OF SALE | MY ACCOUNT TEAM | HOW ARE WE DOING? | SITE HELP

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SOFTWARE SPECTRUM®, the GLOBAL GUY® design and PLUS HARDWARE® are registered Trademarks of Software Spectrum Licensing, Inc., a wholly owned subsidiary of Software Spectrum, Inc.
[Terms and Conditions of Use](#)

Features

- 24x7 availability around the world
- Customized catalog
- Personalized home page
- On-line customer specific reporting
- Account management contact page
- Secure Sockets Layer (SSL) encryption

Benefits

- Provides the information you need on your schedule
- Supports your contracted pricing structure
- Shows purchasing patterns clearly
- Lists key information for volume license negotiations
- Does not require specialized equipment

Some highlights of softwarespectrum.com:

- A secure custom product catalog—Search through 100,000 items and your unique pricing with our advanced search engine and customizable “favorites” lists. You can limit this catalog to control unauthorized purchasing.
- The “Order Status” feature—Check an order’s status instantly, no matter how it was placed. This tool shows when the package shipped and which carrier was used; it will even link you to the carrier’s tracking system for proof of delivery.
- Flexible reporting options—Generate real-time reports and then re-sort or drill down from a summary level to the details of a single order or schedule a report to be delivered regularly. You can even designate custom data fields for end-user names or internal codes.
- A list of your license agreements—Plan for license renewals with “Contracts”, a complete inventory of your contractual licenses along with their levels and expiration dates.
- Comprehensive management tools—Control your software assets by using “My Software Inventory” for a real-time picture of your software assets including harvested and recycled licenses.
- Administrative controls—Use these to update contact information, create and delete user authorizations, and set the level of access for each user.

There is a host of other features that makes softwarespectrum.com the procurement tool for your local and global offices. For additional information about softwarespectrum.com or to request a demonstration of the site, please contact your global account manager.

ONLINE REPORTING OPTIONS

Software Spectrum offers both historical detail and summarized purchase activity reports that can be e-mailed directly to you. Our detailed reports give you a clear view of your purchasing patterns and provide key information for negotiating volume license agreements.

Reports are available online on an ad-hoc or monthly subscription basis through your customized electronic commerce Web site.

Standard Reports

Report	Information Provided
Detail by Account with PO#	Order detail by account and customer PO. Includes ship to information
Detail Data File	Full detail (33 fields of data). Not summarized or calculated in any way. Delivered in MS Excel format.
Detail Purchase Activity	Detailed order/invoice information sorted by product description.
Detail by Customer PO Number	Detailed order/invoice information sorted and totaled by Customer PO number.
Customer Price List	Customer specific product catalog including current customer specific price. Only available for NA accounts. Not available for EMEA or APAC accounts.
License Contract Summary	Summary of all contractual license and maintenance products in a given time frame sorted by manufacturer name and contract number.
Summary by Manufacturer Name	Summary by manufacturer name with totals by product type (license, maintenance, etc.)
Product Totals by Manufacturer	Summary by manufacturer name with totals by product for each manufacturer.
Snapshot	Graphical summary of 7 different data points (Top 10 Manufacturers, Top 10 Products, Dollars Spent, Number of Transactions, Spending by Product Type, Sales by Month).
Product Totals by Quantity	Totals by Product, sorted by descending quantity. Used to identify most commonly ordered products by customer.
Product Totals by Ship To Location	Totals of each product sorted by account number and ship to location.
Top Manufacturer Summary	Totals by Manufacturer, sorted by descending sales amount. Used to identify highest spend by manufacturer.
Total Sales by Year and Month	Sales by Calendar month. Used to show spending trends over time.
Open Order Report	Orders that have not invoiced shown by ship-to location.
Order Confirmation Report	Detail of all orders placed during a time period sorted and totaled by Account number and Customer PO#.

Premium Reports

Software Spectrum offers additional reports for those customers who have signed Enterprise Agreements and would like to track licenses, maintenance, or view non-standard purchase activity.

Custom Reports

If your reporting requirements are not covered by our standard or premium reports, Software Spectrum's order management system and reporting team has the flexibility to meet your needs by offering custom reporting in a format that fits your needs.

Reporting on Demand

Real-time reporting makes it easy for your authorized users to generate reports and evidence-of-purchase documents in Real time.

Our real-time reports can show a summary of activity from a particular time frame, or the details of an individual purchase or invoice. Users can re-sort a report, or drill down to a more specific level, by clicking on any column heading or subheading.

Reporting on Demand's standard information fields include:

- Purchase Order Number
- Date Range
- Publisher Name
- Product Description
- Quantity Ordered
- Unit Prices
- Extended Prices
- Taxes
- Shipping Costs
- Invoice Currency
- Invoice Number
- Invoice Date
- Entity Billed
- Shipping Location

Key Benefits of Software Spectrum's Reports:

- Provides the information necessary to make critical software asset decisions
- Determines most cost effective methods of software acquisition
- Provides verification of tracking data toward a commitment level
- Provides product and license information by site
- Improves budget allocations

Reporting on Demand can also provide custom tracking by capturing up to 22 data fields specified by you. Recording information such as end user or cost center can help you monitor compliance and charge back to individual departments.

My Saved Reports

Allows you to store frequently-used report formats so that you can generate weekly, monthly, or quarterly reports quickly as well as manage and subscription you may have.

All reports can be printed from the Web and downloaded in Microsoft Excel or Adobe PDF format.

YOUR LICENSE AGREEMENTS

Microsoft Enterprise Agreement

Microsoft® Enterprise Agreement 6.x is a software volume licensing program designed for corporate customers with 250 or more desktops. As an Enterprise Agreement 6.x customer, you are able to license Microsoft software to standardize on your choice of one or more Microsoft enterprise products (Microsoft Office Professional, Microsoft Windows® Professional upgrade, and Core Client Access License) at discounted prices based on a three-year agreement term.

Benefits to your business under Microsoft Enterprise Agreement 6.x include:

- Deep discounts compared to full retail, with a fixed, annual price based on the number of eligible desktops in your enterprise
- Eligibility for the latest upgrades, with [Software Assurance](#) coverage for all enrolled products
- Cost amortized in annual payments over the three-year term
- Lower total cost of ownership and improved workplace productivity by standardizing on Microsoft software for all PCs across your enterprise
- Opportunity to renew the enrollment for a one- or three-year term

Master Agreement Number: 01E60947

Enrollment Number: location specific

Discount Level: D

Start Date: vary

End Date: vary

Microsoft Select 6.x Agreement

Microsoft® Select License 6.x is a software volume licensing program designed for corporate, government, and academic customers with 250 or more desktops and mixed product and purchasing requirements. Select License 6.x customers receive a volume price level for each pool of products selected (applications, systems, or servers) based on a three-year software forecast.

Microsoft Select License 6.x benefits include:

- Significant discounts over full retail prices, based on how much software you expect to license during the agreement term

- Opportunity to be licensed for the latest versions of Microsoft software products through [Software Assurance](#)
- Ability to amortize License and Software Assurance costs over the length of the agreement term
- Ability to procure licenses through multiple purchasing departments or subsidiaries located throughout the world
- Easier management of license portfolios with [online licensing tools](#)

Microsoft Select 6.x Agreement Information

Master Agreement Number: 01S66600

Enrollment Number: location specific

Discount Level: D

Start Date: 6-10-2004

End Date: 6-30-2007

Microsoft Software Assurance

Software Assurance is a simpler way of obtaining the latest and most innovative Microsoft products, replacing the complexity of one-time upgrades (VUP - Version Upgrade; PUP - Product Upgrade; CUP - Competitive Upgrade; LUP - Language Upgrade) and Upgrade Advantage (UA).

With Software Assurance, you:

- Take the guesswork out of budgeting for software upgrades, since you receive rights to new versions released during the term of coverage.
- Reduce paperwork and costs by paying in annual installments under the Select License and Enterprise Agreement programs, which eliminates the need to generate purchase orders to upgrade, or to track software versions during the term of coverage.
- Maintain flexibility and control: you choose when to deploy the latest versions of Microsoft software licensed.
- Can rest assured that you are license compliant, since you own the rights to run the latest versions of the products you cover and any prior versions for enrolled products during the term of coverage.

Order License and Software Assurance (L&SA) for any Microsoft software product offered through the Open License and Select License programs, and receive the right to run the current version of the product as well as any new versions released during the term of your coverage. Software Assurance benefits are automatically included in Enterprise Agreement 6.x and Enterprise Subscription Agreement 6.x.

You can continue to obtain the rights to use future versions of the product by renewing Software Assurance (SA) and your volume licensing agreement once your original agreement has expired.

Select customers in the United States who acquire Software Assurance for every new license ordered within a specific product pool (applications, systems, or servers) and all Enterprise Agreement 6.x and Enterprise Subscription Agreement customers qualify for [Software Assurance Membership](#) and [expanded support offerings](#).

Novell Master License Agreement

Novell MLA is designed for Corporate and Government organizations. It offers such benefits as discounted pricing, worldwide availability, upgrade protection, and technical support. It allows customers to make purchasing decisions at a division, branch, or department level.

Novell Master License Agreement Information

Enrollment Number: 125141 -- M5X0606

Discount Level: MLA 40%

Start Date: 2-10-2006

End Date: 6-30-2008

Maintenance

Purchase of Maintenance with license orders is mandatory.

McAfee/Network Associates Volume License Agreement

McAfee volume license discount offers such benefits as discounted pricing, worldwide availability, upgrade protection, and technical support. It allows customers to make purchasing decisions at a division, branch, or department level.

Discount Level:

AVDCAE-AA; AVDSUITE, Perpetual license

AVDABE-AA; AVD 12X5 support

AVDACE-AA; AVD 24X7 support

10% cap per year on support costs for year 2 & 3

Effective through: 3-31-2007

GLOSSARY OF TERMS

- Application**—A program that gives computer instructions that provide the user with tools to accomplish a task
- CD Subscription Services**—Software updates which, like magazines, are provided regularly, according to a pre-specified delivery schedule.
- Client Station**—Any computer that is connected to a computer network.
- Documentation**—Printed reference material (e.g. user's manual).
- Licensing Agreement**—A legal agreement included with commercial software programs. The software license specifies the rights and obligations of the individual or company that bought the program and limits the liability of the software publisher. An invoice for a software license represents legal proof of ownership of the software.
- License Proofs**—Software Spectrum offers customers an evidence-of-purchase certificate for license purchases. This certificate can be used as an internal audit document.
- Maintenance**—"Upgrade insurance" is an agreement that the software publisher will supply software updates or upgrades for a specified period of time.
- Master Disk**—Media sent by software publishers to customer site administrator(s) upon the signing of a licensing agreement. Additional copies of the Master Disk can be purchased.
- Media**—Data storage technology used to store and retrieve data, such as a magnetic disk, magnetic tape, or optical disk (i.e., CD-ROM, Disk).
- Media Packs**—Disk and documentation packaged together.
- Part Number**—SKU for a product. Please note that Software Spectrum's part number for a product will be different from that of the manufacturer.
- Server**—A computer that provides client stations with access to files and printers as shared resources to a computer network.
- Shrink-wrap**—Off-the-shelf box containing a software license, media, and documentation.
- Site License**—An agreement between a software publisher and a buyer that allows the buyer to make copies of specific software for internal use. Most site licenses stipulate a numeric limit on the number of copies the organization can make. The cost per copy is much less than buying individual copies.
- Upgrade**—License to move to the latest product version.
- Volume License Agreement**—An agreement between a software publisher and a buyer that allows the buyer to make copies of specific software for internal use. Most license agreements stipulate a limit on the number of copies the organization can make. The cost per copy is much less than buying individual copies.
- Workstation**—A general-purpose, desktop computer designed to be used by one person at a time and which offers higher performance than normally found in a PC, especially with respect to graphics, processing power, and the ability to carry out several tasks at the same time.

WHY SOFTWARE SPECTRUM

We love what we do and it shows. We understand the importance of keeping you happy and meeting your needs in an ever changing industry. Software licensing, distribution, and broadband data transmission will soon converge and software availability via non-traditional networks will become common. We have the global network of people, processes, and technology that you need to make the most of these changes.

Here are five great reasons to leverage our services:

1. **History, culture and stability:** Software Spectrum is a recognized industry leader with over twenty years of software experience. As a subsidiary of Level 3 Communications, we are uniquely positioned to once again redefine the software reseller industry.
2. **We understand and act on your needs:** Software Spectrum focuses on core service recommendations from industry leading experts and our customers. Our licensing knowledge and online services are designed to provide a broad variety of options and superior levels of service.
3. **We have resources around the world to support you:** Software Spectrum's wide-ranging experience with international accounts minimizes burdens and maximizes benefits. You can leverage our global licensing expertise, localized customer service, and electronic purchasing options to fit the needs of your international sites.
4. **We invest in technology to serve you:** Software Spectrum provides global systems that accommodate the unique requirements of multinational software administration, e-procurement solutions that range from simple to extensive, and global managed services as an innovative way to obtain software without the usual license and compliance concerns.
5. **Our specialized knowledge provides useful, practical solutions:** Software Spectrum listens to its customers and invests in highly-trained, knowledgeable staff to provide a complete, inter-related group of services that combines license management expertise, spend management, flexible procurement options, consolidated purchasing, technology consultation, and global account management.

As a Software Spectrum customer, you will come to know us as the most effective, efficient provider of the software that runs your business. To that end, our commitment to you is unwavering.